

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively the "United States"); Transcare Corporation, Inc. (Transcare); Transcare New York, Inc. (TCNY); ING Equity Partners, L.P. I (ING) and Hampshire Equity Partners II, L.P. (Hampshire); and Larry Kaplan (Relator) (hereinafter sometimes collectively referred to as the "Parties"), through their authorized representatives.

II. PREAMBLE

A. On or about May 26, 2000, Larry Kaplan filed a qui tam action titled United States ex rel. Larry Kaplan v. ING Equity Partners, L.P. et al., No. CV 00 3010 (E.D.N.Y.) (**UNDER SEAL**). On or about December 26, 2001, Mr. Kaplan filed an amended complaint in the action against Transcare, TCNY, ING, Hampshire, and others (hereinafter the "qui tam") under the False Claims Act, 31 U.S.C. §§ 3729-3733 (the "False Claims Act"), including allegations of what is defined in Paragraph E below as the "Covered Conduct."

B. On or about September 9, 2002, Transcare and TCNY filed a voluntary petition for relief under Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). See In re Transcare Corp. et al., Case No. 02-14385 (RDD).

C. ING and Hampshire state that they are private equity funds that between

1996 and 2000 have held a majority of the equity interests in Transcare and/or TCNY. Transcare is the parent corporation of TCNY. TCNY provides ambulance transportation in New York State. Transcare and TCNY state that they have obligations to indemnify ING and Hampshire in connection with matters relating to Transcare and TCNY.

D. The United States contends that Transcare and/or TCNY submitted or caused to be submitted claims for payment to the Medicare Program (Medicare), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg.

E. The United States contends that it has certain civil claims against Transcare, TCNY, ING, and Hampshire, specified in Paragraph 3 below, based on the following conduct (the "Covered Conduct"):

(1) Medically Unnecessary Ambulance Transports

From November 1995 to May 2000, Transcare and/or TCNY billed the Medicare program for nonemergency ambulance transportation by TCNY for which Transcare and TCNY lack adequate documentation to satisfy the medical necessity requirements set forth at 42 C.F.R. § 410.40(d) (2000) or its predecessor, 42 C.F.R. § 410.40(b)(1) (1998).

(2) False Documentation to Avoid Audit Liability

From November 1995 through May 2000, Transcare and/or TCNY and/or corporations whose assets they purchased-- Metropolitan and First Ambulance Corp. (Metropolitan), MetroNorth Ambulance Corp. (MetroNorth), and Big Apple Ambulance Service (Big Apple) (collectively the "Predecessor Corporations")-- submitted false documentation to avoid reimbursing the Medicare program for amounts paid to the Predecessor Corporations for non-emergency ambulance transportation that the Medicare carrier, Empire Blue Cross/Blue Shield,

Inc. determined should not have been paid and that Empire Blue Cross/Blue Shield, Inc. demanded be repaid in the following preliminary demand letters: a) preliminary demand letter to Metropolitan, dated August 29, 1995 for \$22,694,099.00; b) preliminary demand letter to MetroNorth, dated August 30, 1995 for \$5,285,793.00; and c) preliminary demand letter to Big Apple, dated September 6, 1995 for \$5,799,484.00.

F. The United States also contends that it has certain administrative claims, as specified in Paragraph 4 below, against Transcare and TCNY for engaging in the Covered Conduct as alleged in the qui tam.

G. Transcare, TCNY, ING, and Hampshire contend that they did not engage in the Covered Conduct and that the United States does not have any claims against them based on the Covered Conduct or the qui tam.

H. This Agreement is neither an admission of liability by Transcare, TCNY, ING, or Hampshire, nor a concession by the United States that its claims are not well-founded.

I. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of any claims based on the Covered Conduct, the Parties have reached a full and final settlement pursuant to the terms specified below.

III. TERMS AND CONDITIONS

1. Transcare and TCNY agree to pay to the United States \$675,000 (the "Settlement Amount"). The United States agrees to pay Relator a share of the Settlement Amount as set forth in Paragraph 1(b), below. Transcare, TCNY, ING, and Hampshire further agree to pay Relator for attorney's fees and costs as set forth in Paragraph 1(c), below. The foregoing payments shall be made as follows:

a. Transcare and TCNY agree to pay the full Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of New York, in cash and not subject to setoff and/or recoupment, on the Distribution Date as provided for under the Second Amended Joint Consolidated Plan of Reorganization filed April 22, 2003, which is attached as Exhibit 1 (the "Second Amended Plan") as such may be amended, modified, altered, added to and/or otherwise changed in a manner that does not affect the rights of the United States of America, including its departments, agencies, and agents, or is otherwise acceptable to the United States of America, including its departments, agencies, and agents. Transcare and TCNY agree that they are jointly and severally liable for payment of the Settlement Amount.

b. Contingent upon the United States receiving the Settlement Amount from Transcare and TCNY and as soon as feasible after receiving the Settlement Amount from Transcare and TCNY, the United States agrees to pay Relator, by electronic funds transfer, \$114,750.

c. Contingent on the dismissal of all claims against Transcare, TCNY, ING, and Hampshire in the qui tam as specified in Paragraph 17 below, and within five (5) business days of receiving written verification from Relator of such dismissal, Transcare and TCNY agree to pay Relator's attorney's fees and costs, by electronic funds transfer, of \$58,693, and ING and Hampshire agree to pay Relator's attorney's fees and costs, by electronic funds transfer, of \$13,121.

2. This Agreement is expressly conditioned upon approval of the Agreement by an order of the United States Bankruptcy Court for the Southern District of New York with

respect to Transcare and TCNY and upon the confirmation of the Second Amended Plan filed on April 22, 2003 (as such may be amended, modified, altered, added to and/or otherwise changed in a manner that does not affect the rights of the United States of America, including its departments, agencies, and agents, or is otherwise acceptable to the United States of America, including its departments, agencies, and agents) by an order of the United States Bankruptcy Court for the Southern District of New York. In the event that the Bankruptcy Court declines to approve this Agreement with respect to Transcare and TCNY, or subsequently vacates it, the Agreement shall be null and void and with no force and effect. In the event that the Bankruptcy Court does not confirm the Second Amended Plan filed on April 22, 2003 by December 31, 2003 (as such may be amended, modified, altered, added to and/or otherwise changed in a manner that does not affect the rights of the United States of America, including its departments, agencies, and agents, or is otherwise acceptable to the United States of America, including its departments, agencies, and agents), or in the event the Second Amended Plan filed April 22, 2003 is amended, modified, altered, added to and/or otherwise changed prior to confirmation and such amendments, modifications, alterations, additions and/or changes affect any rights of the United States of America, including its departments, agencies, and agents, provided in the Second Amended Plan and are not acceptable to the United States of America, including its departments, agencies, and agents, the Agreement shall be null and void and with no force and effect.

3. In consideration of the obligations of Transcare, TCNY, ING, and Hampshire set forth in this Agreement, the United States (on behalf of itself, its officers, agents, agencies, and departments) hereby releases 1) Transcare, TCNY, ING, and Hampshire, and 2) to the extent they acted as such, the present and former officers, directors, and partners of

Transcare, TCNY, ING, and Hampshire who are named in Exhibit 2 from any civil or administrative monetary claims the United States has or may have under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, breach of contract, recoupment, setoff, offset and fraud, for the Covered Conduct; provided, however, that this release (i) shall not become effective until receipt by the United States of the Settlement Amount specified in Paragraph 1, and (ii) is subject to the exceptions specified in Paragraph 5, below.

4. In consideration of the obligations of Transcare and TCNY set forth in this Agreement and the Corporate Integrity Agreement (CIA), conditioned upon full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Transcare and TCNY under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct; provided, however, that this release (i) shall not become effective until receipt by the United States of the Settlement Amount specified in Paragraph 1, and (ii) is subject to the exceptions specified in Paragraph 5, below. Notwithstanding the foregoing release, the OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Transcare or TCNY from the Medicare, Medicaid, or other Federal health care program under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this

Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which liability has been reserved in Paragraph 5, below.

5. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Transcare, TCNY, ING, and Hampshire, and their officers, directors, and partners) are the following:

- a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability to the United States based upon such obligations as are created by this Agreement;
- f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- g. Any liability based on a failure to deliver goods or services due;
- h. Any liability, whether based on the Covered Conduct, or otherwise, of any individuals, including officers, directors, and partners, other than those releases provided in Paragraphs 3, 7, 8, and 10; the United States and the Relator each hereby expressly reserve

any and all rights whatsoever that it or he may have against Steve Zakheim (a/k/a Shlomo Zakheim and Solomon Zakheim).

i. Any liability, whether based on the Covered Conduct, or otherwise, of any entities other than Transcare, TCNY, ING, and Hampshire, other than those releases provided in Paragraphs 7, 8, and 10; the United States and the Relator each hereby expressly reserve any and all rights whatsoever that it or he may have against the Predecessor Corporations.

6. Transcare and TCNY have entered into a Corporate Integrity Agreement ("CIA") with OIG-HHS, attached as Exhibit 3, which is incorporated into this Agreement by reference. Transcare and TCNY shall immediately upon execution of the CIA begin to implement their obligations under the CIA.

7. Conditioned upon receipt of the payment described in Paragraph 1(b), Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, hereby releases the United States, its officers, agents, and employees, from any and all claims Relator might bring against the United States relating to this Agreement or the qui tam allegations against Transcare, TCNY, ING, and Hampshire, pursuant to 31 U.S.C. § 3730, including any claims for a share of the Settlement Amount and for a share of the proceeds of any proceeding involving an "alternate remedy" as that term is used in 31 U.S.C. § 3730(c)(5); provided, however, that such release shall not become effective until receipt by Relator of the payment specified in Paragraph 1(b), above, and Relator expressly reserves all rights arising out of the qui tam allegations against Steve Zakheim and the Predecessor Corporations. Relator agrees and confirms that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

8. Conditioned upon receipt of the payment described in Paragraph 1(c), Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, agrees to release Transcare, TCNY, ING, and Hampshire and their parents, affiliates, divisions, subdivisions, successors, assigns, and any of their present or former officers, directors, employees, partners, members, shareholders, attorneys, and agents, acting in their individual or representative capacity, from any and all claims, actions, or demands that he has asserted, or could have asserted, as of the present date on any basis whatsoever, including but not limited to any and all claims under the qui tam including any claims for attorneys fees or costs; provided, however, that Relator does not agree to release any defendants named in the qui tam other than Transcare, TCNY, ING, and Hampshire and provided that such release shall not become effective until receipt by Relator of the payment specified in Paragraph 1(c), above.

9. Transcare, TCNY, ING, and Hampshire waive and shall not assert any defenses Transcare, TCNY, ING, and Hampshire may have to any criminal prosecution or administrative action relating to the Covered Conduct, which defenses may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Transcare, TCNY, ING, and Hampshire agree that this Agreement is not punitive in purpose or effect. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue Laws, Title 26 of the United States Code.

10. Transcare, TCNY, ING, and Hampshire fully and finally release the United States, and its agencies, employees, servants, and agents, and the Relator from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Transcare, TCNY, ING, and Hampshire have asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, or the Relator related to the Covered Conduct and the United States' investigation and prosecution thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any State payer and Transcare, TCNY, ING, and Hampshire agree not to resubmit to any Medicare carrier or intermediary or any State payer, any previously denied claims related to the Covered Conduct, and agree not to appeal any such denials of claims.

12. Transcare, TCNY, ING, and Hampshire agree to the following:

a. Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Transcare, TCNY, ING, and Hampshire, and any of their present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "unallowable costs" on contracts with the United States and under the Medicare Program, Medicaid Program, TRICARE Program, Veterans Administration Program (VA), and Federal Employees Health Benefits Program (FEHBP):

(1) the matters covered by this Agreement,

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement,

(3) Transcare's, TCNY's, ING's, and Hampshire's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees),

(4) the negotiation and performance of this Agreement,

(5) the payments Transcare, TCNY, ING, and Hampshire make to the United States and Relator pursuant to this Agreement, including any costs and attorneys fees, and

(6) the negotiation of, and obligations undertaken pursuant to, the CIA to:

(i) Retain an independent review organization to perform annual reviews as described in Section III of the CIA; and

(ii) prepare and submit reports to the OIG-HHS.

However, nothing in this Paragraph affects the status of costs that are not allowable based on any other authority applicable to Transcare, TCNY, ING, and Hampshire.

b. Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for by Transcare, TCNY, ING, and Hampshire, and Transcare, TCNY, ING, and Hampshire shall not charge such unallowable costs directly or indirectly to any contracts with the United States or any state Medicaid program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or

payment request submitted by Transcare, TCNY, ING, and Hampshire, or any of their subsidiaries to the Medicare, Medicaid, TRICARE, VA, or FEHBP programs.

c. Treatment of Unallowable Costs Previously Submitted for

Payment: Transcare, TCNY, ING, and Hampshire further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid, VA, and FEHBP fiscal agents, any unallowable costs (as defined in this Paragraph) included in payments previously sought from the United States, or any state Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Transcare, TCNY, ING, and Hampshire or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Transcare, TCNY, ING, and Hampshire agree that the United States, at a minimum, shall be entitled to recoup from Transcare, TCNY, ING, and Hampshire any overpayment plus applicable interest and penalties as a result of the inclusion of such unallowable costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice, and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Transcare, TCNY, ING, and Hampshire or any of their subsidiaries on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Transcare, TCNY, ING, and Hampshire or any of their

subsidiaries' cost reports, cost statements, or information reports. Nothing in this Agreement shall constitute a waiver of the rights of the United States to examine or reexamine the unallowable costs described in this Paragraph.

13. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in this Agreement.

14. Transcare, TCNY, ING, and Hampshire waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payers based upon the claims submitted in connection with the Covered Conduct.

15. Transcare, TCNY, ING, and Hampshire agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement, for the Covered Conduct. Upon reasonable notice, Transcare, TCNY, ING, and Hampshire shall make reasonable efforts to facilitate access to, and encourage the cooperation of, their directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals, and shall furnish to the United States, upon reasonable request, all nonprivileged documents and records in their possession, custody, or control relating to the Covered Conduct.

16. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. After this Agreement is executed, the Bankruptcy Court has approved this Agreement, the Second Amended Plan (as such may be amended, modified, altered, added to and/or otherwise changed in a manner that does not affect the rights of the United States of America, including its departments, agencies, and agents, or is otherwise acceptable to the United States of America, including its departments, agencies, and agents) is confirmed, and the Settlement Amount is received by the United States, the United States will intervene in the qui tam as to Transcare, TCNY, ING, and Hampshire, and the United States and Relator shall notify the United States District Court for the Eastern District of New York where the qui tam is pending that the Parties stipulate and request that the claims asserted in the qui tam as to Transcare, TCNY, ING, and Hampshire be dismissed with prejudice as to Relator and the United States.

18. It is expressly understood and agreed that the United States in no way promises or guarantees nor is liable to Relator for the collection or payment of any funds pursuant to this Agreement or the payment of any Relator's share except as provided herein for funds actually collected and received by the United States.

19. This Agreement is governed by the laws of the United States. The Parties agree that: (1) disputes arising under the CIA (CIA obligations) shall be resolved exclusively under the dispute resolution provisions of the CIA; (2) the United States District Court for the Eastern District of New York shall be the exclusive jurisdiction and venue for the enforcement of any non-CIA obligations between and among ING, Hampshire, the Relator and/or the United States under this Agreement; and (3) the only jurisdiction and venue for any other disputes arising under this Agreement between and among the Parties shall be the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Eastern District of New York, depending on the nature of and the parties to the dispute.

20. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public, subject to any qui tam seal provisions in effect at the time of disclosure.

21. This Agreement and the CIA that is incorporated herein by reference constitute the complete agreement among the Parties. This Agreement may not be amended except by written consent of the Parties, except that only Transcare, TCNY, and OIG-HHS must agree in writing to modification of the CIA.

22. The individual signing this Agreement on behalf of ING and Hampshire represents and warrants that he is authorized by ING and Hampshire to execute this Agreement. The individual signing this Agreement on behalf of Transcare and TCNY represents and warrants that she is authorized by Transcare and TCNY to execute this Agreement. The individual signing this Agreement on behalf of the Relator represents and warrants that he is authorized by Relator to execute this Agreement. The United States' signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

23. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

24. This Agreement is binding on Transcare's, TCNY's, ING's, and Hampshire's successors, transferees, heirs, and assigns.

25. This Agreement is effective on the date that the United States

Bankruptcy Court for the Southern District of New York enters an order approving this Agreement (the "Effective Date"). Transcare and TCNY agree to submit this Agreement to the United States Bankruptcy Court for the Southern District of New York for approval within five (5) business days of receiving a fully executed Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

26. Subject to the terms of Paragraph 1 (a) and 1 (c), the Relator and the United States shall withdraw any proofs of claim based upon the Covered Conduct and/or the allegations in the qui tam that have been filed against Transcare and TCNY in the United States Bankruptcy Court for the Southern District of New York. However, nothing in this Agreement shall affect any other claims or rights the United States may have against Transcare and TCNY under applicable bankruptcy or non-bankruptcy law.

27. Transcare and TCNY shall not take any action in connection with their chapter 11 cases, including, but not limited to, amending or adding to the Second Amended Plan filed April 22, 2003, that is inconsistent with the terms, provisions, or spirit of this Settlement Agreement.

28. Nothing in this Agreement shall affect any right of the United States to object to or oppose, in whole or in part, any contested matter in the chapter 11 cases of Transcare or TCNY, including, but not limited to, the Second Amended Plan or any proposed plan of reorganization related to such entities.

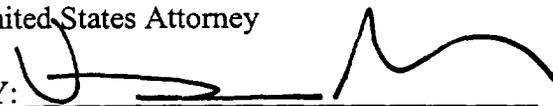
29. Transcare, TCNY, ING, and Hampshire represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

FOR THE UNITED STATES OF AMERICA

DATED: 5/19/03

BY: 
MICHAEL F. HERTZ
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Attorneys
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ROSLYNN R. MAUSKOPF
United States Attorney

BY: 
VARUNI NELSON
Assistant United States
Attorney
Eastern District of New York

DATED: _____

BY: _____
LARRY J. GOLDBERG
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human
Services

FOR THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

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BY: _____

VARUNI NELSON
Assistant United States
Attorney
Eastern District of New York

DATED: 7/29/03

BY: Larry J. Goldberg
LARRY J. GOLDBERG

Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human
Services

FOR TRANSCARE CORPORATION, INC. AND TRANSCARE NEW YORK, INC.

DATED: 5/5/03

BY: 
MATTHEW C. HARRISON
Chief Executive Officer
TRANSCARE CORPORATION, INC.
TRANSCARE NEW YORK, INC.

DATED: 5/9/03

BY: 
LAURA ARIANE MILLER
J.P. ELLISON
Nixon Peabody, LLP

MATTHEW FELDMAN
Wilkie Farr & Gallagher

Counsel for TRANSCARE CORPORATION,
INC. AND TRANSCARE NEW YORK, INC.

FOR ING EQUITY PARTNERS, L.P. I

BY: LEXINGTON PARTNERS, L.P., its
general partner

BY: LEXINGTON PARTNERS, INC., its
general partner

DATED: 5/5/03

BY: Tracey Rudd
TRACEY RUDD
President

DATED: 5/5/03

BY: Hector Gonzalez
HECTOR GONZALEZ
Mayer Brown Rowe & Maw

JOHN DRUCKER
Angel & Frankel P.C.

Counsel for ING EQUITY PARTNERS, L.P. I

FOR HAMPSHIRE EQUITY PARTNERS II, L.P.

BY: LEXINGTON EQUITY PARTNERS II,
L.P., its general partner

BY: LEXINGTON EQUITY PARTNERS II,
INC., its general partner

DATED: 5/5/03

BY: Tracey Rudd
TRACEY RUDD
President

DATED: 5/5/03

BY: Hector Gonzalez
HECTOR GONZALEZ
Mayer Brown Rowe & Maw

JOHN DRUCKER
Angel & Frankel P.C.

Counsel for HAMPSHIRE EQUITY
PARTNERS II, L.P.

FOR RELATOR

DATED: 5/6/03

BY: 
LARRY KAPLAN

DATED: 5/5/03

BY: 
PHILIP MICHAEL
Goodkind Labaton Rudoff & Sucharow LLP
Counsel for LARRY KAPLAN